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MERCER *v.* SOUTH ATLANTIC LIFE INS. CO.

Jan. 12, 1911.

[69 S. E. 961.]

**1. Contracts (§ 1\*)—Validity.**—A contract binds the parties unless violative of law or public policy.

[Ed. Note.—For other cases, see Contracts, Cent. Dig. § 1; Dec. Dig. § 1.\* 3 Va.- W. Va. Enc. Dig. 437.]

**2. Evidence (§ 441\*)—Testimony Affecting Life Policy.**—In a suit on a life policy, a parol agreement by insurer's soliciting agent varying the time and place for paying premiums, as provided in the policy, cannot be shown.

[Ed. Note.—For other cases, see Evidence, Cent. Dig. § 2046; Dec. Dig. § 441.\* 9 Va.-W. Va. Enc. Dig. 345; 7 id. 768, 785; 14 id. 656, et seq.]

**3. Insurance (§ 357\*)—Life Policies—Forfeiture—Nonpayment of Premiums.**—A life insurer can refuse a check for an overdue premium tendered while insured is fatally ill where he has not paid a renewal premium note, and had been notified that the right of forfeiture under the policy and under the note would be exercised on nonpayment of the note when due; such default not being waived by a subsequent letter requesting prompt payment.

[Ed. Note.—For other cases, see Insurance, Dec. Dig. 357.\* 9 Va.-W. Va. Enc. Dig. 345.]

**4. Insurance (§ 175\*)—Life Policies—Time of Taking Effect.**—A life policy which provides that it shall take effect on payment of the initial premium for one year from its date cannot be regarded as having taken effect at delivery.

[Ed. Note.—For other cases, see Insurance, Cent. Dig. § 332; Dec. Dig. § 175.\* 7 Va.- W. Va. Enc. Dig. 780, et seq.; 14 id. 656.]

Error to Law and Equity Court of City of Richmond.

Suit by Etta Mercer against the South Atlantic Life Insurance Company. Judgment for defendant, and plaintiff brings error. Affirmed.

*John A. Lamb and David Meade White*, for plaintiff in error.  
*E. Randolph Williams*, for defendant in error.

NORFOLK & P. TRACTION CO. *v.* DAILY'S ADM'R

Jan. 12, 1911.

[69 S. E. 963.]

**1. Electricity (§ 19\*)—Negligence—Pleading and Proof.**—In an

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\*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.